

MEMO TO FILE

Prepared by: Chris Dietrich, SulTRAC

10/17/2012

**Regarding: Restoration at 202 E Maryland St.; Jacobsville
Neighborhood Lead Remediation OU2 Project 1.**

1) Summary of field activity at 202 E Maryland St. and contact with Mr. James R Stark Jr.

On Wednesday October 3, 2012 myself (Chris Dietrich) SulTRAC Resident Engineer, EPA Region 5 Remedial Project Manager Mary Tierney, and Lawson Environmental Services (LES) Superintendent Chris Padilla met with Mr. James R Stark Jr. at his property 202 E. Maryland St. Evansville, IN at approximately 0915. Requirements for the completion of the restoration was discussed which included replacing concrete sidewalk in the back yard, dressing the backfill, final grading, repairing the fence in his back yard, placing sod, watering of the sod and servicing his air conditioner. Mr. Stark agreed to all of the conditions with the exceptions that LES replace the back door concrete landing (previously broken pre-excavation) and make additional repairs to his fence. This included repairing damage to the fence fabric and straightening out bent poles. Mr. Stark stated that he would agree to the terms verbally and would not sign any sort of agreement. Myself, Mrs. Tierney, and Mr. Padilla left the property to discuss acceptance of Mr. Stark's additional demands. Myself, Mrs. Tierney, and Mr. Padilla returned to the site at 1115 and agreed to saw cut a straight edge in the concrete landing to butt against the sidewalk. SulTRAC, EPA, and LES disputed straightening out the fence poles and stated that the fence poles were previously bent based on pre-excavation photos, however agreed to straighten them and reinstall as part of repairing the fence, which was to be done utilizing the existing hardware. Mr. Stark verbally agreed to the terms and also requested that he retain the right to oversee and inspect work that was done. LES discussed the schedule for completion with Mr. Stark.

LES repair crew and SulTRAC Engineering Technician Mr. Matt Nied returned to the site at 1330 to start restoration. The repair crew scraped the top of the backfill to remove weeds and plant debris, performed rough grading, and roughed in forms for the concrete walkway in the back yard. Mr. Stark inspected the work that was done and made several comments, including his questioning of LES's procedure for placing concrete, construction of the forms, and the general grading of the site. Mr. Stark demanded that apparent high spots and low spots be re-graded. LES and SulTRAC left the site at approximately 1630.

The LES repair crew, myself, Mr. Nied, Mrs. Tierney, and LES Site Foreman Mr. Dan Robinson returned to the property at 0800 on October 11, 2011. Mr. Stark had the additional demand that the fence poles must be removed and secured with concrete. Mr. Stark claimed that the poles were 8 foot long poles

embedded 4 feet into the ground and secured with concrete. He displayed that the poles now have play in them and stated that LES hit them with machinery. SulTRAC and EPA agreed that the poles would be stabilized as part of the repairs and Mr. Stark agreed. I asked if this was his final demand and that there would be no further additions to the restoration. Mr. Stark agreed. LES crews continued to construct the concrete forms and prepare the yard for sod. Mr. Stark made repeated demands to me about the grading of the property, specifically that he does not want the grade above the walkway, there are low spots and high spots, and he wants the roots in the tree in the front yard covered by backfill soil.

Mr. Stark brought myself and Mary Tierney to his front yard and showed us an ash tree. Mr. Stark claimed that the tree was a "Presidential" ash tree and was expensive. Mr. Stark claimed that LES stripped bark from the top of roots on the tree, even though pre-excavation photos showed that the roots were previously exposed and the bark striped. It also was apparent from the heal marks on the bark that the damage to the roots happened several years ago. Mr. Stark continued to insist that LES damaged the roots and the tree was dying. He showed us evidence by pointing out that the leaves were changing color to yellow, despite the fact that it was autumn and leaves would normally be changing color. The tree appeared to be healthy to me. Mr. Stark demanded that all of the roots must be covered by soil or the tree will die. I stated to Mr. Stark that LES will cover the roots to the best of their ability but I cannot promise that the roots will be 100 percent covered since we have to work with the existing grade and I did not know how much we could manipulate the grade until we start filling it in. Mr. Stark stated that is not the procedure we use and our scope required us to cover the roots. I told Mr. Stark that since the roots were previously exposed, I cannot guaranty that we can cover the roots, and that is not true that it's required by the SOW and pointed out a tree down the street that we left with exposed roots. He stated that we did not leave exposed roots on that tree, which was not true. After about 30 minutes of discussion, Mr. Stark reluctantly accepted my explanation of the work LES would do to cover the roots.

Mr. Stark then directed us to the grading in his back yard and furthered the discussion on the grade. I reminded him several times that we were not finished with the grading, the slope of the walkway was dependent on two fixed points, the elevation of the back landing and the gate, and told him that LES were professionals and would complete the work well. He accepted this explanation after a lengthy discussion of about 30 minutes.

Mr. Chris Padilla came to the site at approximately 0900. Mr. Stark immediately came over to him and discussed fixing his fence. Mr. Stark was now claiming that LES had disrupted the stability of his whole fence and the whole fence needed to be removed and replaced. We had earlier agreed with Mr. Stark to stabilize two poles along the fence and Mr. Padilla was not present. Mr. Stark did however escalate his demands and wanted all the posts removed and re-concreted along the back portion of the yard. Mr. Stark said all the posts were 8ft posts and they were embedded 4 ft underground with concrete. Mr. Padilla argued with Mr. Stark and told him that he was not going to do the work since that was not part of their agreement. Mr. Stark became angry and visibly upset and demanded that Mr. Padilla leave the site immediately. Mr. Nied intervened and asked the two parties to walk away from each other. Mr. Stark walked into his house and Mr. Padilla left the site to go to another work area.

Approximately one hour later, Mr. Stark came back out of his house and talked to Myself, Mary Tierney, Dan Robinson, and Matt Nied. Mr. Stark started making accusations that Chris Padilla had threatened him with physical violence. In my honest opinion, Chris Padilla was understandably upset and did not show any intention of becoming physically violent nor was there any indication that Mr. Padilla behaved in a threatening manner. Mr. Stark continued to state that he was threatened by Mr. Padilla on his own property and asked us trap questions to try to get us to agree with him. Mr. Stark pulled myself and Mary Tierney aside and showed us a camera in his neighbor's property (203 E Oregon St.) and said that he has everything on tape and can prove that Mr. Padilla threatened him. He also stated that he has a license to carry a firearm and he will use violence to protect his property. He stated that these were not threats however we disagreed that there is no purpose in mentioning firearms unless it is a threat. We returned to the back of his property with Mr. Nied and Mr. Robinson. Mr. Stark continued to make various accusations about SulTRAC and asked more trap questions. At this point we refused to answer any of his questions. He went on an extended monologue that lasted approximately an hour and a half, at one point he talked for 23 minutes straight without interruption. He constantly stated that he was the most honest person we would meet and that we were lying and distorting the truth. He also said several times that he has all activities and conversations on tape and that he can prove all of his allegations. Work was then complete for the concrete forms and all parties left the site at 1200.

I arrived back at the site at approximately 1400, we were waiting for concrete to be delivered to pour the walkway. Mr. Stark came out of the house and asked when the concrete would be there. He said he was satisfied with how the grading in the front yard looked around the tree and then said he was going to leave us alone and went back into his house. Concrete was delivered at approximately 1430. One of Mr. Stark's associates played a prank on him and he came out of his house, thinking that we did the prank. Mr. Stark saw that it was not us that did the prank and then approached us about the prank in good humor. He pointed out a few things in the concrete that was being finished but overall seemed satisfied with the job.

LES and SulTRAC returned to the site at 0745 October 5, 2012. Myself and Mr. Dan Robinson of LES were at the site to conduct oversight. LES crews stripped the concrete forms and then regraded the yard. Since there was extra fill displaced from the concrete walkway, LES did not have to import additional fill though some was used for the front yard. The yard was then raked smooth and leveled. The sod crew arrived and started placing the sod. At 1030 Mr. Stark came out of his house and at this point we were nearly finished placing the sod and repairing his back fence. Mr. Stark had immediate issue with the grading of the property. He pointed out several areas that he thought were low and high spots, though in my opinion they were level. He also pointed out that the fence was not repaired to his satisfaction, as the bottom of the fence was too high off of the ground. Based on my observation of the rest of the fence, it was equal to the condition and placement of the rest of his fence. Mr. Stark then asked if we were going to fix the grading and the fence at which point I told him no. He asked why and I told him that the yard and fence were returned to their pre-existing condition or better under the best of our ability. Mr. Stark then went into an extended rant about the work that we did and said that he was going to seek legal action against us for physical threats and criminal trespass. Myself and Mr. Robinson refused to answer any of his trap questions and continued to state the we cannot improve the

property further. We completed the work at approximately 1200 and the crew left the site. Mr. Stark then started a monologue saying that we would have religious implication for our actions. Mr. Robinson stated to Mr. Stark that we will not listen to his degrading comments any further and we are leaving the site. Upon leaving the site, Mr. Stark stated that we will see him in court.

Mr. Robinson contacted me at approximately 1500 on Friday October 6, 2012 by phone. Mr. Robinson told me that LES had scheduled a HVAC technician to service Mr. Stark's AC unit as agreed to. He asked me if I could contact Mr. Stark and let him know. I immediately call Mr. Stark and told him the schedule to have his AC unit serviced on Monday October 8, 2012 at 1530. He was agreeable to this arrangement. He mentioned that there was a phone line next to the AC unit and claimed that LES damaged the line when they hand dug around the unit. This was a new claim and contradictory to his statement that he made on Thursday that no other items remained. I told him that we would look at it on Monday.

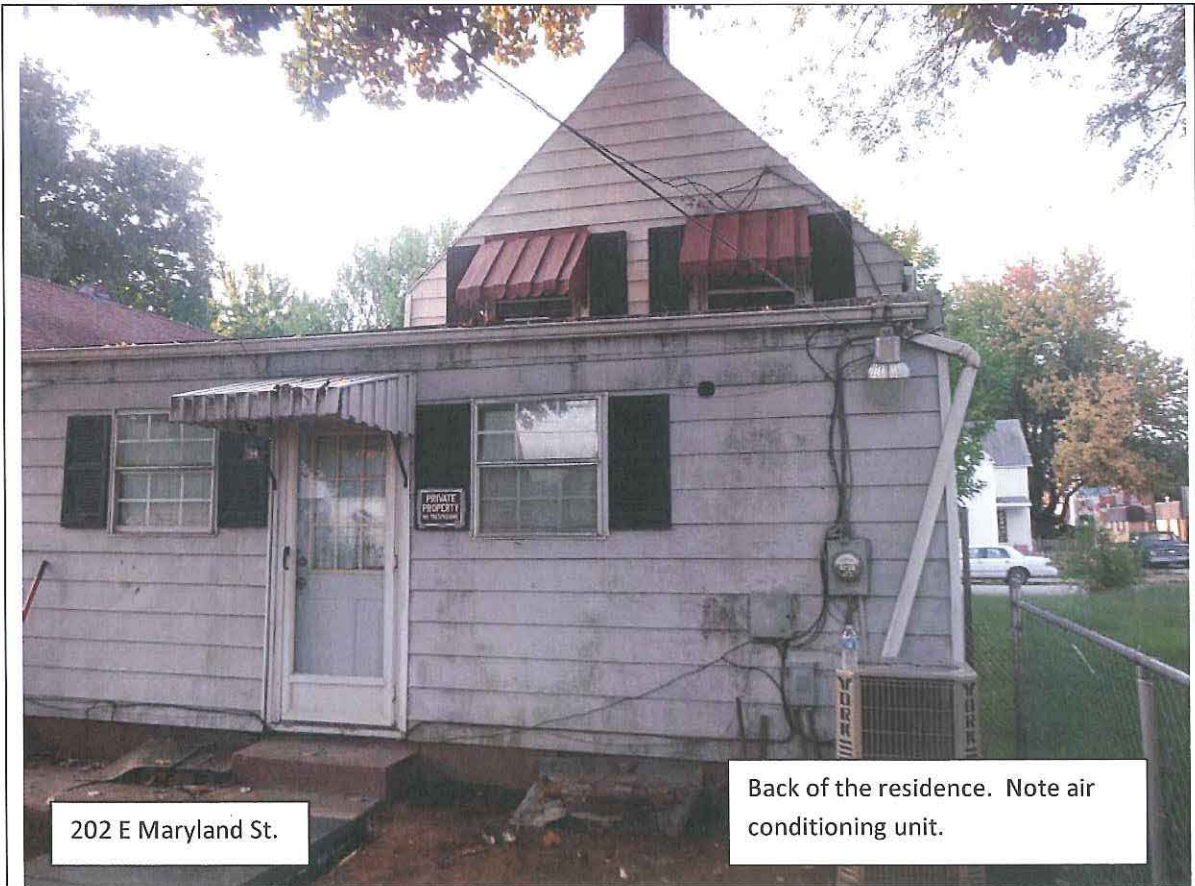
Myself and Mr. Robinson met back with Mr. Stark at his property on October 8, 2012 at 1530 to service his air conditioning unit. A HVAC technician arrived and we met Mr. Stark at his AC unit and the technician proceeded with servicing the unit. Mr. Stark said that his outside water bib did not work and we would have to have a water truck bring water to clean the AC unit. He showed us a copper line running to the unit and claimed that we damaged the insulation. It looked like the insulation had been damaged for some time as it was brittle and degraded. He then left shortly saying that he had to go to the court house to file documents. The technician completed servicing and cleaning the AC unit and determined that it was in good condition. We then left the site without further incident or contact from Mr. Stark.

2) Photographic documentation of restoration at 202 E Maryland St.



202 E Maryland St.

Forms striped from concrete walk way. Start final grading.



202 E Maryland St.

Back of the residence. Note air conditioning unit.



202 E Maryland St.

Close up of concrete walkway.



202 E Maryland St.

Continue final grading.

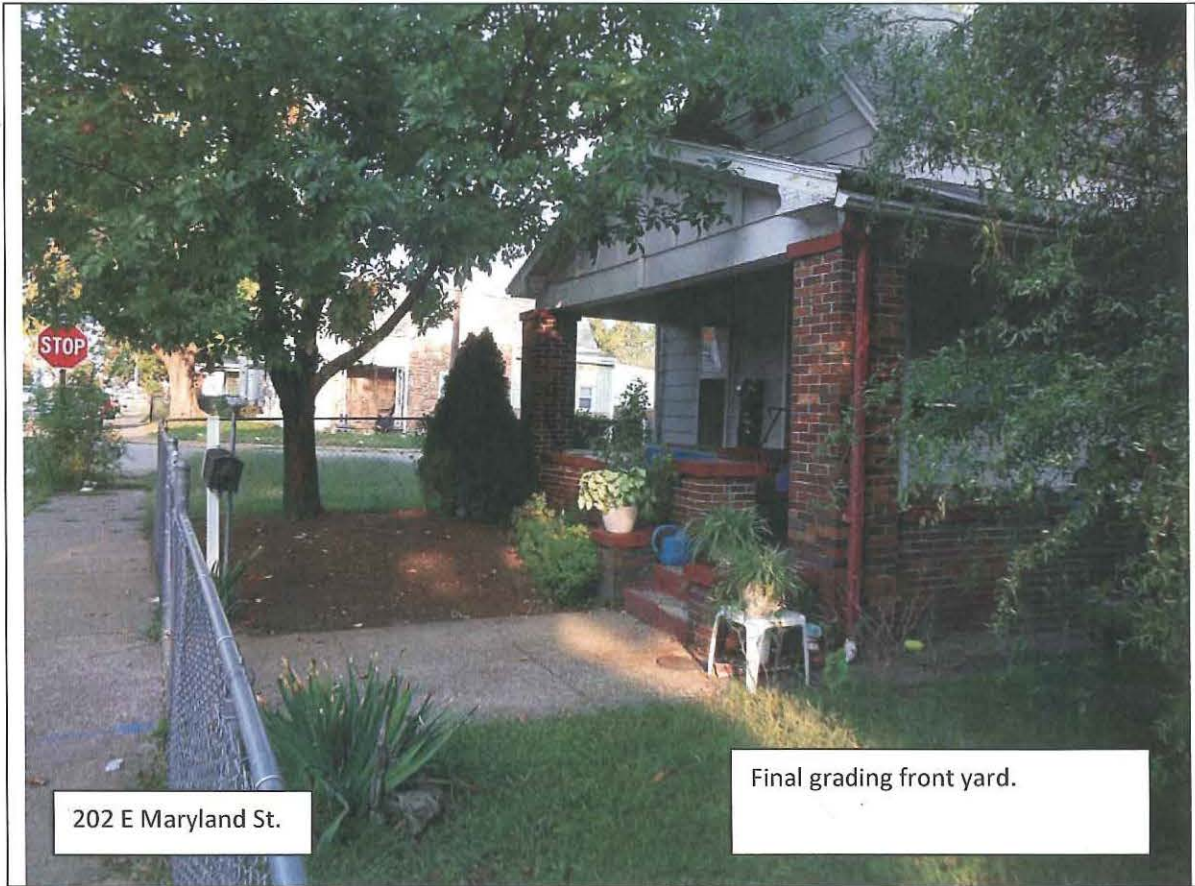




202 E Maryland St.

Continue final grading.





202 E Maryland St.

Final grading front yard.



202 E Maryland St.

Final grading back yard.



202 E Maryland St.

Final grading back yard, concrete finished.



202 E Maryland St.

Final grading back yard.



202 E Maryland St.

Final grading.



202 E Maryland St.

Install sod front yard.



202 E Maryland St.

Continue to install sod front yard.



202 E Maryland St.

Finish sod front yard.



202 E Maryland St.

Sod front yard complete.



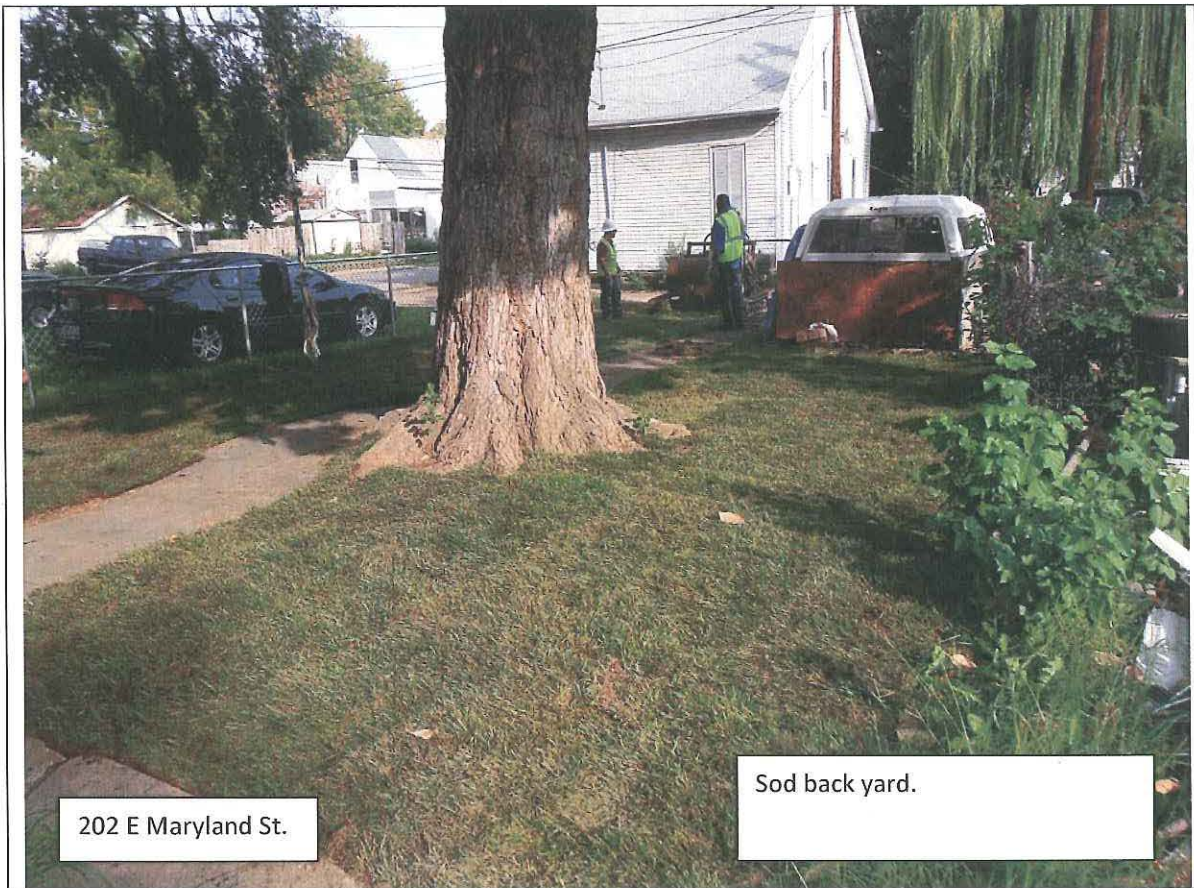
202 E Maryland St.

Post from back fence, note length
and depth of embedment.



202 E Maryland St.

Start to repair fence.



202 E Maryland St.

Sod back yard.



202 E Maryland St.

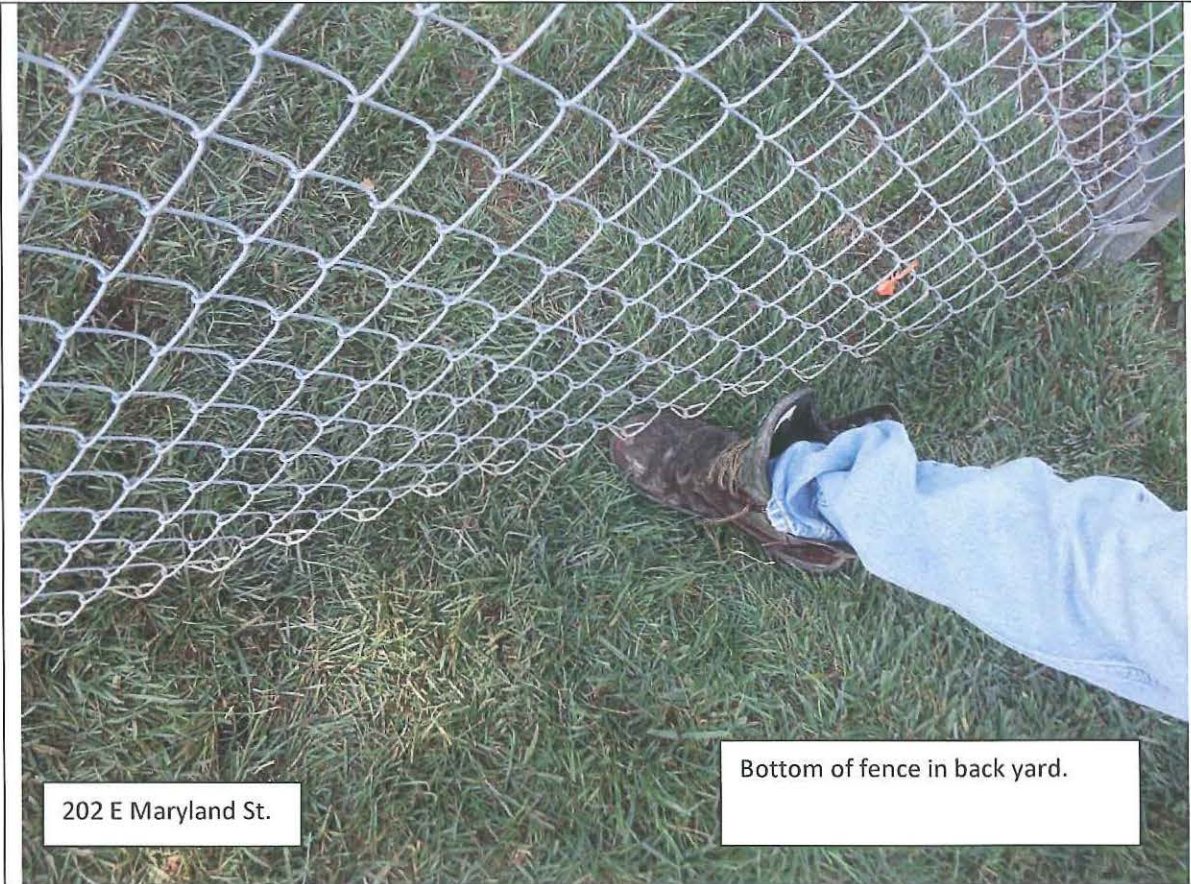
Sod around magnolia tree in back yard.





202 E Maryland St.

Fence repair complete.



202 E Maryland St.

Bottom of fence in back yard.



202 E Maryland St.

Watering sod in back yard.



202 E Maryland St.

Watering sod in back yard.



202 E Maryland St.

Water puddles in back yard
immediately after watering.



202 E Maryland St.

Water draining from sod in back yard.